
State:	District of Columbia	Filing Company:	Continental Casualty Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors & Omissions Liability		
Product Name:	Lawyers Professional Liability Policy Program Form Filing		
Project Name/Number:	Lawyers Professional Liability Policy Program Form Filing /16-01276-F		

Filing at a Glance

Company:	Continental Casualty Company
Product Name:	Lawyers Professional Liability Policy Program Form Filing
State:	District of Columbia
TOI:	17.0 Other Liability-Occ/Claims Made
Sub-TOI:	17.0019 Professional Errors & Omissions Liability
Filing Type:	Form
Date Submitted:	11/17/2016
SERFF Tr Num:	CNAC-130813384
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	16-01276-F
Effective Date	01/01/2017
Requested (New):	
Effective Date	01/01/2017
Requested (Renewal):	
Author(s):	Robert Alonzo
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State: District of Columbia **Filing Company:** Continental Casualty Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors & Omissions Liability
Product Name: Lawyers Professional Liability Policy Program Form Filing
Project Name/Number: Lawyers Professional Liability Policy Program Form Filing /16-01276-F

General Information

Project Name: Lawyers Professional Liability Policy Program Status of Filing in Domicile:
Form Filing
Project Number: 16-01276-F Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/17/2016
State Status Changed: Deemer Date:
Created By: Robert Alonzo Submitted By: Robert Alonzo
Corresponding Filing Tracking Number:

Filing Description:

Continental Casualty Company hereby submits for your review and approval the attached revised form GSL13249XX ed. 06-16 Lawyer's Data Breach and Network Security Endorsement for use with the it's Lawyers Professional Liability Policy Program currently on file (SERFF CNAC-126789612) with your department.

Attached for your review is:

- the forms filing memorandum which provides further details regarding the revised form included in this filing;
- a copy of the revised form;
- tracked changes/comparison document of the proposed 6-16 edition and the previous 8-10 edition of form GSL13249XX;

We propose that this filing become effective for all policies effective on or after January 1, 2017 or the earliest date permitted by your State regulations.

Sincerely,
Robert Alonzo

Company and Contact

Filing Contact Information

Robert Alonzo, State Filing Analyst robert.alonzo@cna.com
125 Broad Street 212-440-3478 [Phone]
7th Floor 312-260-4607 [FAX]
New York, NY 10004

Filing Company Information

Continental Casualty Company	CoCode: 20443	State of Domicile: Illinois
125 Broad Street	Group Code: 218	Company Type:
7th Floor	Group Name:	State ID Number:
New York, NY 10004	FEIN Number: 36-2114545	
(212) 440-3478 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	Filing Company:	Continental Casualty Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors & Omissions Liability		
Product Name:	Lawyers Professional Liability Policy Program Form Filing		
Project Name/Number:	Lawyers Professional Liability Policy Program Form Filing /16-01276-F		

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Lawyer's Data Breach and Network Security Endorsement	GSL13249XX	6-16	END	Replaced	Previous Filing Number:	SERFF CNAC-126789614		GSL13249XX_06 2016_Lawyer's Data Breach and Network Security Endorsement.pdf
							Replaced Form Number:	GSL13249XX		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



LAWYER'S DATA BREACH AND NETWORK SECURITY ENDORSEMENT

In consideration of an additional premium of \$«EndField1», it is agreed that the *Lawyers Professional Liability Policy* is amended as follows:

1. The Declarations are amended to add the following:

DATA BREACH AND NETWORK SECURITY COVERAGE SCHEDULE

MAXIMUM AGGREGATE LIMIT OF LIABILITY:

All Network Damage Claims and Privacy Event Expenses in the Aggregate: \$«EndField2»

SCHEDULE OF ADDITIONAL COVERAGES:

1. Network Damage Claim:

Limit applicable to Each Network Damage Claim: \$«EndField3»

Limit applicable to all Network Damage Claims in the Aggregate: \$«EndField4»

Deductible applicable to each Network Damage Claim: \$«EndField5»

2. Privacy Event Expense Schedule:

Limit applicable to all Privacy Event Expenses: \$«EndField6»

Deductible applicable to each Privacy Event: \$«EndField7»

LAWYER'S DATA BREACH AND NETWORK SECURITY PRIOR ACTS DATE:

Lawyer's Data Breach and Network Security Prior Acts Date: «EndField8»

2. Section I. INSURING AGREEMENT is amended to add the following new Insuring Agreement:

- **Network Damage Claims**

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **Network Damage Claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of any act or omission by the **Insured** committed solely while acting on behalf of the **Named Insured**, or by any person (including a **rogue employee**) for whom the **Named Insured** is legally liable, that results in an **electronic infection** or a **security breach** provided that:

1. no **Insured** gave notice to a prior insurer of such claim or a related claim;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission, or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**;
4. such act or omission happened subsequent to the **Lawyer's Data Breach and Network Security Prior Acts Date**, if any, and before the end of the **policy period**;



5. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** while “affiliated” with a firm other than the **Named Insured**. As used herein, “affiliated” includes acting as Of Counsel for a firm other than the **Named Insured**.

3. The following new Section is added:

- **PRIVACY EVENT RESPONSE:**

The **Company** shall reimburse the **Named Insured** for **privacy event expenses** for a **privacy event** that occurs during the **policy period**, provided that such **privacy event expenses** shall be:

1. subject to the **privacy event expense** limit of liability;
2. in excess of the **privacy event expense** deductible as provided in the Data Breach and Network Security Coverage Schedule of the Declarations;
3. reported to the **Company** within three (3) calendar days of the **privacy event**;
4. limited to such amounts consented to by the **Company** in advance (such consent not to be unreasonably withheld);
5. limited to **privacy event** caused by **Insured** solely while acting on behalf of the **Named Insured**;

4. Solely with respect to **network damage claims**, Section II. LIMITS OF LIABILITY AND DEDUCTIBLE is amended to add the following new paragraphs:

- **Each Network Damage Claim**

Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the Limit applicable to all Network Damage Claims in the Aggregate and the All Network Damage Claims and Privacy Event Expenses in the Aggregate set forth in the Data Breach and Network Security Coverage Schedule of the Declarations, the limit of liability of the **Company** for **damages** and **claim expenses** for each **network damage claim** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount set forth as the “Limit applicable to Each Network Damage Claim” in the Data Breach and Network Security Coverage Schedule of the Declarations. This amount is a sublimit of liability which further reduces, and in no way increases the amount set forth as the “Limit applicable to all Network Damage Claims in the Aggregate” and the amount set forth as the “All Network Damage Claims and Privacy Event Expenses in the Aggregate” in the Data Breach and Network Security Coverage Schedule of the Declarations.

- **Network Damage Claims in the Aggregate**

Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the All Network Damage Claims and Privacy Event Expenses in the Aggregate set forth in the Data Breach and Network Security Coverage Schedule of the Declarations, the maximum limit of liability of the **Company** for **damages** and **claim expenses** for all **network damage claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount set forth as the “Limit applicable to all Network Damage Claims in the Aggregate” in the Data Breach and Network Security Coverage Schedule of the Declarations. This amount is a sublimit of liability which further reduces, and in no way increases the amount set forth as the “All Network Damage Claims and Privacy Event Expenses in the Aggregate” in the Data Breach and Network Security Coverage Schedule of the Declarations.

- **Network Damage Claim Deductible**

Notwithstanding the Deductible Amount set forth in Item 4. of the Declarations, the amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the “Deductible applicable to each Network Damage Claim” shall be the Deductible Amount applicable to each **network damage claim**. The Deductible Amount specified in Item 4. of the Declarations shall continue to apply with respect to each **claim** other than a **network damage claim**. This Deductible Amount shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limits of



liability for **damages** and **claim expenses** for **network damage claims** set forth in the Data Breach and Network Security Coverage Schedule of the Declarations are in addition to and in excess of the Deductible Amount.

However, to the extent that a **network damage claim** arises out of a **privacy event** previously reported to the **Company** for which coverage was provided under the section entitled **PRIVACY EVENT RESPONSE** of the Policy, the remaining deductible amount for such **privacy event** shall be the Deductible Amount applicable to such **network damage claim**. There shall be no additional Deductible Amount applicable to such **network damage claim**.

5. Solely with respect to **Privacy Events**, Section II. LIMITS OF LIABILITY AND DEDUCTIBLE is amended to the following new paragraphs:

- All **Privacy Event Expenses** in the Aggregate

Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the All Network Damage Claims and Privacy Event Expenses in the Aggregate set forth in the Data Breach and Network Security Coverage Schedule of the Declarations, the amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the "Limit applicable to all Privacy Event Expenses" is the total amount the **Company** will reimburse the **Insured** for all covered **privacy event expenses** arising from all **privacy events** occurring during the **policy period**. This amount is a sublimit of liability which further reduces, and in no way increases the amount set forth as the "All Network Damage Claims and Privacy Event Expenses in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations.

- **Privacy Event Deductible**

Notwithstanding the Deductible Amount set forth in Item 4. of the Declarations, the Deductible Amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the "Deductible applicable to each Privacy Event" shall be the Deductible Amount applicable to each **privacy event**. This Deductible Amount shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limit of liability for **Privacy Event Expenses** set forth in the Data Breach and Network Security Coverage Schedule of the Declarations are in addition to and in excess of the Deductible Amount.

6. Solely with respect to the coverage provided by this endorsement, Section II. LIMITS OF LIABILITY AND DEDUCTIBLE is amended to add the following new paragraph:

- Maximum Aggregate Limit of Liability

Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations, the maximum aggregate Limit of Liability for **damages** and **claim expenses** for all **network damage claims** first made against the **Insured** and reported to the **Company** during the **policy period**, and for all covered **privacy event expenses** arising from all **privacy events** occurring during the **policy period**, shall be the limit set forth as the "All Network Damage Claims and Privacy Event Expenses in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations.

7. Solely with respect to the coverage provided by this endorsement, Section III. DEFINITIONS is amended to add the following new terms:

"Confidential Commercial Information" means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

"Lawyer's Data Breach and Network Security Prior Acts Date" means the date, if any, set forth as such in the Data Breach and Network Security Coverage Schedule of the Declarations.



"Network Damage Claim" means a **claim** alleging **network damage** that is brought by a person or entity who is not the **Insured's** client.

"Privacy Event" means any event or series of events or **related events** where the first such event occurred after the effective date of this policy and prior to the expiration date of this **Policy** and which in the reasonable opinion of the owner, manager of any limited liability entity, member of the Management Committee, Managing Partner, Operating Partner, Senior Partner (or any equivalent position) of the **Named Insured** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Nonpublic Personal Information** or **confidential commercial information** by the **Insured**, but solely while acting on behalf of the **Named Insured**

"Privacy Event Expenses" means all reasonable and necessary fees, costs and expenses incurred by the **Named Insured** and consented to by the Insurer:

- A. to directly effect compliance with a **privacy breach notice law** including notification to individuals or entities who are required to be notified;
- B. to provide voluntary notification to individuals or entities whose **non-public personal information** may have been subject to a **privacy event**;
- C. to hire a computer forensics firm to investigate the existence and cause of a **privacy event** and to determine the extent such **non-public personal information** has been or may have been disclosed;
- D. to hire an attorney or expert to determine the applicability of and the actions necessary to comply with **privacy breach notice law**;
- E. to minimize harm to the **Named Insured's** reputation from a **privacy event**, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a **privacy event**.

However, **Privacy Event Expenses** do not include the costs, fees and expenses necessary to remediate any deficiencies that gave rise to the **privacy event**.

"Related events" mean all events that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Rogue Employee" means a past, present or future employee of the **Named Insured** who acts outside of his or her scope of employment.

8. Solely with respect to the coverage provided by this endorsement, Section III. DEFINITIONS, the terms **"Claim"**, **"Damages"**, and **"Related acts or omissions"** and **"Related claims"** are deleted in their entirety and replaced as follows:

"Claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services arising out of any act or omission that results in an **electronic infection** or a **security breach**.

"Damages" means civil awards, settlements and judgments (including any award of pre-judgment or post-judgment interest) which the **Insured** is legally obligated to pay as a result of a covered **network damage claim**. **Damages** shall not include:

- A. return or restitution of the **Insured's** profits, royalties, fees, expenses, taxes or costs;
- B. criminal, civil, administrative or regulatory relief, fines or penalties;
- C. any amounts for which there is no legal recourse against the **Insured**, including those which the **Insured** is not legally obligated to pay;
- D. injunctive or declaratory relief;
- E. matters which are uninsurable as a matter of law; or
- F. plaintiff's attorney fees or expenses associated with items A. through E. above.

"Related acts or omissions" mean all acts or omissions that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.



"**Related claims**" mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions**.

9. Solely with respect to the coverage provided by this endorsement, section IV. EXCLUSIONS is amended as follows:

A. The exclusions entitled **Bodily Injury/Property Damage** and Owned Entity are deleted in their entirety and replaced as follows:

Bodily Injury/Property Damage

to any **network damage claim** based upon or arising out of any actual or alleged **bodily injury**, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom;

Owned Entity

to any **network damage claim** made against the **Insured** by any entity, if at the time of the act or omission giving rise to such **network damage claim**:

1. the **Insured** controlled, owned, operated or managed such entity;
2. the **Insured** was an owner, partner, director, officer or employee of such entity;
For the purpose of this exclusion, a 10% or more owner of the equity interest of any such entity shall be deemed to be an owner of such entity.

B. The following new exclusions are added:

This Policy does not apply to any **network damage claim**:

- **Discrimination**

based upon or arising out of any actual or alleged discrimination, humiliation, harassment or misconduct that relate to an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;

- **Governmental Orders**

as a direct result of any action or order by, or on behalf of, any domestic or foreign law enforcement, administrative, regulatory or judicial body or other governmental authority;

- **Mechanical or Electrical Failure and Service Interruptions**

based upon or arising out of any failure of:

1. electrical infrastructure;
 2. telecommunications infrastructure; or
 3. any satellite,
- which is not under the **Insured's** operational control;

- **Over-Redemption**

based upon or arising out of price discounts, prizes, awards, coupons or any other valuable consideration given in excess of the total contracted or expected amount;

- **Patent Infringement**

based upon or arising out of actual or alleged infringement of patent;

- **Unfair Competition/Antitrust Claims/Rico Claims**



based upon or arising out of any actual or alleged:

1. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud or false or deceptive advertising or misrepresentation in advertising;
2. charges of price fixing, monopolization or restraint of trade;
3. violation of:
 - a. the Federal Trade Commission Act;
 - b. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - c. the Racketeer Influenced and Corrupt Organizations Act;
 - d. any rules or regulations promulgated under or in connection with the above statutes, or any similar provision of any federal, state, foreign or other law (including common law) or statute;

10. Solely with respect to the coverage provided by this endorsement, Section V. CONDITIONS, paragraph A. Notice, subparagraph 2. Notice of Potential **Claims** is deleted in its entirety and replaced with the following:

- Notice of Potential Event or **Claim**

If the **Insured** become aware of any **claim** facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event**, including an **electronic infection**, the **Named Insured** must:

1. provide notice to the **Company** at the claim reporting email address reflected on the Declarations, as soon as practical following the date upon which any owner, manager of any limited liability entity, member of the Management Committee, Managing Partner, Operating Partner, Senior Partner (or any equivalent position) of the **Named Insured**, their equivalents or their direct reports, becomes aware of any facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event**;
2. include in such notice particular details as to the nature of the facts, situation or event; and,
3. immediately forward to the **Company** all information the **Named Insured** possesses or receives in connection with the facts, situation or event.

If a **privacy event** takes place, the **Named Insured** must notify Insurer in accordance with item 1 above no later than three (3) calendar days following the **Named Insured's** discovery of the **privacy event** at the claim reporting email address reflected on the Declarations.

11. Solely with respect to **network damage claims**, Section VI. **EXTENDED REPORTING PERIODS** is amended as follows:

A. Paragraph C. Death or disability **extended reporting period** and paragraph D. Non-practicing **extended reporting period** are deleted in their entirety.

B. Paragraph E. **Extended reporting periods** limits of liability and deductibles is amended as follows:

1. Subparagraph 1. Automatic and optional **extended reporting periods** limits of liability and deductibles is deleted in its entirety and replaced with the following:

1. Automatic and optional **extended reporting periods** limits of liability and deductibles
 - a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **network damage claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations



and Section II. the paragraphs entitled Each **Network Damage Claim** and **Network Damage Claims** in the Aggregate of this Policy. The deductible applicable to each such **network damage claim** shall be the Deductible Amount as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraph entitled **Network Damage Claim** Deductible of this Policy.

- b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **network damage claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to **network damage claims** as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraphs entitled Each **Network Damage Claim** and **Network Damage Claims** in the Aggregate of this Policy. The deductible applicable to each such **network damage claim** shall be the Deductible Amount as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraph entitled **Network Damage Claim** Deductible of this Policy.

2. Subparagraph 2. Separate death or disability and non-practicing **extended reporting period** limits of liability is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

State:	District of Columbia	Filing Company:	Continental Casualty Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors & Omissions Liability		
Product Name:	Lawyers Professional Liability Policy Program Form Filing		
Project Name/Number:	Lawyers Professional Liability Policy Program Form Filing /16-01276-F		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Form Memo
Comments:	
Attachment(s):	FORM FILING MEMORANDUM COUNTRYWIDE 16-01276-F 8-16.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Side by Side
Comments:	
Attachment(s):	Compare GSL13249CC 6-16 with previous 8-10.pdf
Item Status:	
Status Date:	

SERFF Tracking #:	CNAC-130813384	State Tracking #:		Company Tracking #:	16-01276-F
State:	District of Columbia		Filing Company:	Continental Casualty Company	
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0019 Professional Errors & Omissions Liability				
Product Name:	Lawyers Professional Liability Policy Program Form Filing				
Project Name/Number:	Lawyers Professional Liability Policy Program Form Filing /16-01276-F				

**LAWYERS PROFESSIONAL LIABILITY POLICY PROGRAM
FORM FILING MEMORANDUM**

FILING # 16-01276-F

GSL13249XX (06/16)

Lawyer's Data Breach and Network Security Endorsement

*Revised Form –Previous form GSL13249XX (08/10) NetProtect for
Lawyers Endorsement filed under CNA filing 11-00145.*

This optional endorsement broadens coverage to the Insured under the policy by providing Network Damage Claim coverage if the insured is sued because their network is used to attack or damage another's network and Privacy Event Expense coverage which provides reimbursement of an insured's reasonable and necessary costs incurred if a privacy breach is sustained. Please refer to the attached copy of form GSL13249XX and the attached track changes document for further details regarding this revised form.



NETPROTECT FOR LAWYERSLAWYER'S DATA BREACH AND NETWORK SECURITY ENDORSEMENT

In consideration of an additional premium of \$«EndField1», it is agreed that the *Lawyers Professional Liability Policy* is amended as follows:

1. The Declarations are amended to add the following:

DATA BREACH AND NETWORK SECURITY COVERAGE SCHEDULE

MAXIMUM AGGREGATE LIMIT OF LIABILITY FOR ALL NETWORK DAMAGE CLAIMS AND PRIVACY EVENT EXPENSES:

All Network Damage Claims and Privacy Event Expenses in the Aggregate: \$«EndField2»

Inserted Cells

SCHEDULE OF ADDITIONAL COVERAGES:

1. Network Damage Claim:

\$«EndField2»

Limit applicable to Each Network Damage Claim: \$«EndField3»

Limit applicable to all Network Damage Claims and in the Aggregate: \$«EndField4»

Deductible applicable to each Network Damage Claim: \$«EndField5»

2. Privacy Event Expense Schedule:

Limit applicable to all Privacy Event Expenses in the Aggregate: \$«EndField6»

Deductible applicable to each Privacy Event: \$«EndField7»

LAWYER'S DATA BREACH AND NETWORK SECURITY PRIOR ACTS DATE:

Lawyer's Data Breach and Network Security Prior Acts Date: «EndField8»

SCHEDULE OF ADDITIONAL INSURING AGREEMENT

Network Damage Claims	
Limit applicable to Each Network Damage Claim	\$«EndField3»
Limit applicable to all Network Damage Claims in the Aggregate	\$«EndField4»
Deductible applicable to each Network Damage Claim	\$«EndField5»

PRIVACY EVENT EXPENSE SCHEDULE

Limit applicable to all Privacy Event Expenses	\$«EndField6»
Deductible applicable to each Privacy Event	\$«EndField7»
Coinurance Percentage	%

OUTSOURCED NETWORK CLAIMS SUBLIMIT

Each Outsourced Network Claims Sublimit	\$«EndField8»
---	---------------

NetProtect for Lawyers Prior Acts Date

GSL13249XX (08-106-16)

Page 1

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



Netprotect For Lawyers Prior Acts Date:	«EndField10»
Notwithstanding the Prior Acts Date above, the following Prior Acts Date shall apply to the specific entity or individual listed below:	
«EndField9»	«EndField11»

42. Section I. INSURING AGREEMENT is amended to add the following new Insuring Agreement:

- Network Damage Claims**

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **Network Damage Claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of any act or omission by the **Insured**, committed solely while acting on behalf of the **Named Insured**, ~~that results in a electronic infection or a security breach~~, or by any person (including a rogue employee) for whom the **Named Insured** is legally liable, that results in an electronic infection or a security breach provided that:

1. no **Insured** gave notice to a prior insurer of such claim or a related claim;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission, or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**;
4. such act or omission happened subsequent to the ~~Netprotect for Lawyers prior acts date~~Lawyer's Data Breach and Network Security Prior Acts Date, if any, and before the end of the **policy period**;
5. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** while "affiliated" with a firm other than the **Named Insured**. As used herein, "affiliated" includes acting as Of Counsel for a firm other than the **Named Insured**.

23. The following new Section is added:

- Privacy Event Response:**

- PRIVACY EVENT RESPONSE:**

The **Company** shall reimburse the **Named Insured** for **privacy event expenses** for a **privacy event** that occurs during the ~~Policy Period~~policy period, provided that such **privacy event expenses** shall be:

1. subject to the **privacy event expense** limit of liability ~~and any applicable co-insurance~~;
2. in excess of the **privacy event expense** deductible as provided in the ~~schedule above~~;
3. ~~limited to such amounts that are incurred within twelve months~~Data Breach and Network Security Coverage Schedule of the ~~date that the Named Insured reports the privacy event to the Company~~Declarations;
43. reported to ~~us~~the Company within three ~~(3)~~calendar days of the **privacy event**;
54. limited to such amounts consented to by ~~us~~the Company in advance (such consent not to be unreasonably withheld) ~~);~~;
35. limited to privacy event caused by Insured solely while acting on behalf of the Named Insured;

GSL13249XX (08-106-16)

Page 2

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



4. Solely with respect to **network damage claims**, [sectionSection](#) II. LIMITS OF LIABILITY AND DEDUCTIBLE is amended to add the following new paragraphs:

- **Each Network Damage Claim**

- Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the Limit applicable to all Network Damage Claims in the Aggregate and the All Network Damage Claims and Privacy Event Expenses in the Aggregate

The maximum limit of liability of the Company for damages and claim expenses for all network damage claims and privacy event expenses for privacy events first made against the Insured and reported to the Company during the policy period shall not exceed the amount set forth in the Coverage Schedule. This amount is a sublimit of liability which further reduces, Data Breach and in no way increases the Maximum Aggregate Limit of Liability of this endorsement as stated in the Network Security Coverage Schedule above.

- of the Declarations **Each Network Damage Claim**

Subject to the network damage Aggregate Limit, as set forth herein, the limit of liability of the Company for damages and claim expenses for each network damage claim first made against the Insured and reported to the Company during the policy period shall not exceed the amount set forth in the Coverage Schedule, as the "Limit applicable to Each Network Damage Claim" in the Data Breach and Network Security Coverage Schedule of the Declarations. This amount is a sublimit of liability which further reduces, and in no way increases the amount set forth as the "Limit applicable to all Network Damage Claims in the Aggregate" and the amount set forth as the "All Network Damage Claims and Privacy Event Expenses in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations.

- **Network Damage Claims** in the Aggregate

Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the All Network Damage Claims and Privacy Event Expenses in the Aggregate set forth in the Data Breach and Network Security Coverage Schedule of the Declarations, the maximum limit of liability of the Company for damages and claim expenses for all network damage claims first made against the Insured and reported to the Company during the policy period shall not exceed the amount set forth as the "Limit applicable to all Network Damage Claims in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations. This amount is a sublimit of liability which further reduces, and in no way increases the amount set forth as the "All Network Damage Claims and Privacy Event Expenses in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations.

- **Network Damage Claim** Deductible

Notwithstanding the Deductible Amount specified set forth in Item 4. of the Declarations, the amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the "Deductible applicable to each Network Damage Claim" shall be the Deductible Amount applicable to each network damage claim. The Deductible Amount specified in Item 4. of the Declarations shall continue to apply with respect to each claim other than a network damage claim. This Deductible Amount shall be paid by the Named Insured, or upon the Named Insured's failure to pay, jointly and severally by all Insureds. The limits of liability for damages and claim expenses for network damage claims set forth in the Data Breach and Network Security Coverage Schedule of the Declarations are in addition to and in excess of the Deductible Amount.

- **Outsourced Network Claim Limits**

Subject However, to the Each extent that a network damage claim limits out of liability as set forth above, the Outsourced Network Claim Limit set forth in the Coverage Schedule is the most the



~~Company will pay for all damages and claim expenses for all outsourced network claims first made against the Insured and a privacy event previously reported to the Company during the policy period in the aggregate. Such limit is a sublimit included within and not in addition to the each for which coverage was provided under the section entitled PRIVACY EVENT RESPONSE of the Policy, the remaining deductible amount for such privacy event shall be the Deductible Amount applicable to such network damage claim. There shall be no additional Deductible Amount applicable to such network damage claim limit of liability.~~

4.

5. Solely with respect to **Privacy Event Expenses**, ~~section Events, Section II. LIMITS OF LIABILITY AND DEDUCTIBLE~~, is amended to add the following new paragraphs as follows:

• All Privacy Event Expenses in the Aggregate

• Supplementary Payments for Privacy Event Expenses

• All Privacy Event Expenses in the Aggregate

~~The amount set forth above as the privacy event limit~~Notwithstanding the Limits of Liability set forth in Item 3. of the Declarations and subject to the All Network Damage Claims and Privacy Event Expenses in the Aggregate set forth in the Data Breach and Network Security Coverage Schedule of the Declarations, the amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the "Limit applicable to all Privacy Event Expenses" is the total amount the Company will reimburse the Insured for all covered **privacy event expenses** arising from all **privacy events** occurring during the **policy period**. This payment amount is a sublimit of liability which further reduces, and is part of and not in addition to the Maximum Aggregate Limit of Liability as stated in no way increases the Coverage Schedule above.

• amount set forth as the "All Network Damage Claims and Privacy Event Expenses Deductible/Coinsurance Percentage"

~~Notwithstanding the Deductible Amount specified in the Declarations, the deductible amount set forth above as the privacy event expenses deductible shall be the Deductible Amount applicable to all privacy event expenses.~~

Solely with respect to **privacy event expense**, the Insured shall share ratably ~~Aggregate~~ in the amount of any such **privacy event expense** where the Insured's ratable share shall be the coinsurance percentage set forth above as a percentage of **privacy event expenses**. This percentage shall be applied to all **privacy event expenses**. The Insurer's liability shall apply only to the remaining percent (100% minus the Coinsurance percent set forth above) of all such **privacy event expenses**. ~~Data Breach and Network Security Coverage Schedule of the Declarations.~~

• 5 Privacy Event Deductible

Notwithstanding the Deductible Amount set forth in Item 4. of the Declarations, the Deductible Amount set forth in the Data Breach and Network Security Coverage Schedule of the Declarations as the "Deductible applicable to each Privacy Event" shall be the Deductible Amount applicable to each **privacy event**. This Deductible Amount shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limit of liability for **Privacy Event Expenses** set forth in the Data Breach and Network Security Coverage Schedule of the Declarations are in addition to and in excess of the Deductible Amount.

6. Solely with respect to the coverage provided by this endorsement, ~~the following paragraph is added to~~ Section II. LIMITS OF LIABILITY AND DEDUCTIBLE is amended to add the following new paragraph:

GSL13249XX (08-106-16)

Page 4

«PolUW/Company»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



- Maximum Aggregate Limit of Liability

Notwithstanding ~~Section the Limits of Liability set forth in Item 3. and 4. above of the Declarations~~, the maximum aggregate Limit of Liability for damages and claim expenses for all network damage claims and privacy event expenses first made against the **Insured** and reported to the **Company** during the policy period shall be the limit stated in the Coverage Schedule above labeled: All network damage claims and privacy event expenses in the Aggregate, and for all covered privacy event expenses arising from all privacy events occurring during the policy period, shall be the limit set forth as the "All Network Damage Claims and Privacy Event Expenses in the Aggregate" in the Data Breach and Network Security Coverage Schedule of the Declarations.

67. Solely with respect to the coverage provided by this endorsement, Section III. DEFINITIONS is amended to add the following new terms:

"Computer virus" means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more networks, and cause:

1. computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a network.

"Confidential Commercial Information" means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

"Denial of service attack" means an attack executed over one or more networks or the Internet that is specifically designed and intended to disrupt the operation of a network and render a network inaccessible to authorized users.

"Electronic infection" means the transmission of a computer virus to a network, including without limitation, such transmission to or from the Named Insured's network.

"Electronic information damage" means the destruction, deletion or alteration of any information residing on the network of any third party.

"Internet" means the worldwide public network of computers as it currently exists or may be manifested in the future, but Internet does not include the Named Insured's network or the Network of another.

"Lawyer's Data Breach and Network Security Prior Acts Date" means the date, if any, set forth as such in the Data Breach and Network Security Coverage Schedule of the Declarations.

"Related events" mean all events that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Managing Partner" means any of the duly elected or appointed managing partner or managing member of the Named Insured.

"Network" means a party's local or wide-area network owned or operated by or on behalf of or for the benefit of that party; provided, however, network shall not include the Internet, telephone company networks, or other public infrastructure network.

"Network Damage" means:

1. the unscheduled and unplanned inability of an authorized user to gain access to a network;
2. electronic information damage; or
3. the suspension or interruption of any network;



“**Network Damage Claim**” means a **claim** alleging **network damage** that is brought by a person or entity who is not the **Insured's** client.

“**Non-public personal information**” means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

“**Outsourced network claim**” means a **network damage claim** arising out of any actual or alleged act or omission that results in a **electronic infection** or a **security breach** by any third party for whom the **Insured** may be liable. An **outsourced network claim** shall be subject to the outsourced network claim sublimit of liability as provided in the schedule above.

“**Netprotect for Lawyers Prior acts date**” means any act or omission that occurred prior to the date indicated at the top of this endorsement.

“**Privacy Event**” means any event or series of events or **related events** where the first such event occurred after the effective date of this policy and prior to the expiration date of this **Policy** and which in the reasonable opinion of the **managing partnerowner, manager of any limited liability entity, member of the Management Committee, Managing Partner, Operating Partner, Senior Partner (or any equivalent position) of the Named Insured** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Nonpublic Personal Information** or **commercial confidential commercial information** by the **Insured**, but solely while acting on behalf of the **Named Insured**

“**Privacy Event Expenses**” means all reasonable and necessary fees, costs and expenses incurred: by the Named Insured and consented to by the Insurer:

1. to minimize or respond to unfavorable publicity or media attention arising out of a privacy eventA to directly;
2. to effect compliance with a privacy breach notice law including notification to individuals or entities who are required to be notified;
3. to implement credit monitoring of changes to credit bureau records associated with any individualB. to provide voluntary notification to individuals or entities whose non-public personal information may have been disclosed or used in an unauthorized manner while in the Insured's care and custody;
4. to assist the Named Insured in correcting any risk control deficiencies that may have contributedsubject to a privacy event; or,
 - 5C. to assisthire a computer forensics firm to investigate the Named Insured in managing relationships withexistence and cause of a privacy regulatory authorities or law enforcement authorities.

“**Privacy breach notice law**” means any statute or regulation that requires an entity who is event and to determine the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to extent such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82-1798.84 of the California Civil Code (formerly S.B. 1386) and other similar federal, state or foreign laws in any jurisdiction has been or may have been disclosed;

“**SecurityD.** to hire an attorney or expert to determine the applicability of and the actions necessary to comply with privacy breach” means the failure of notice law;

E. to minimize harm to the Named Insured's network hardware, software, firmware, the function or purpose of which is to:reputation from a privacy event, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a privacy event.

However, Privacy Event Expenses do not include the costs, fees and expenses necessary to remediate any deficiencies that gave rise to the privacy event.



"Related events" mean all events that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

1. identify and authenticate parties prior to accessing the Named Insured's network;
2. control access to the Named Insured's network and monitor and audit such access;
3. protect against computer viruses;
4. defend against denial

"Rogue Employee" means a past, present or future employee of service attacks upon the Named Insured or unauthorized use who acts outside of the Named Insured's network to perpetrate a denial his or her scope of service attack; employment.

5. ensure confidentiality, integrity and authenticity of information on the Named Insured's network.

7.
8.

Solely with respect to the coverage provided by this endorsement, ~~section I~~Section III. DEFINITIONS, the ~~terms~~terms "Claim", "Damages", and "Related acts or omissions" and "Related claims" are deleted in their entirety and replaced as follows:

"Claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the Insured for money or services arising out of any act or omission that results in an electronic infection or a security breach.

"Damages" means civil awards, settlements and judgments (including any award of pre-judgment or post-judgment interest) which the Insured is legally obligated to pay as a result of a covered network damage claim.

Damages shall not include:

- A. return or restitution of the Insured's profits, royalties, fees, expenses, taxes or costs;
- B. criminal, civil, administrative or regulatory relief, fines or penalties;
- C. any amounts for which there is no legal recourse against the Insured, including those which the Insured is not legally obligated to pay;
- D. injunctive or declaratory relief;
- E. matters which are uninsurable as a matter of law; or
- F. plaintiff's attorney fees or expenses associated with items A. through E. above.

"Related acts or omissions" mean all acts or omissions that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Related claims" mean all claims arising out of a single act or omission or arising out of related acts or omissions.

89.

Solely with respect to the coverage provided by this endorsement, section IV. EXCLUSIONS is amended ~~to add the following new exclusions as follows:~~

This Policy does not apply:

- A. The exclusions entitled Bodily Injury/Property Damage and Owned Entity are deleted in their entirety and replaced as follows:

Bodily Injury/Property Damage

~~to any network damage claim based on~~any or arising out of: any

- ~~4. war, including undeclared or civil war;~~
- ~~2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or~~
- ~~3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against alleged bodily injury, or injury to, or destruction of, any of these tangible property, including the loss of use resulting therefrom;~~

GSL13249XX (08-106-16)

Page 7

«PolIW/Company»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



Owned Entity

to any network damage claim made against the **Insured** by any entity, if at the time of the act or omission giving rise to such network damage claim:

1. the **Insured** controlled, owned, operated or managed such entity;
 2. the **Insured** was an owner, partner, director, officer or employee of such entity;
- For the purpose of this exclusion, a 10% or more owner of the equity interest of any such entity shall be deemed to be an owner of such entity.

B. The following new exclusions are added:

This Policy does not apply to any network damage claim:

• Discrimination

- based upon or arising out of: any actual or alleged discrimination, humiliation, harassment or misconduct that relate to an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;

4. ~~unauthorized access,~~ **electronic infection** or

• Governmental Orders

as a ~~denial~~ direct result of **service attack** or other attack of the **Insured's network** by a domestic or foreign governmental authority; or

2. any action or order by, or on behalf of, any domestic or foreign law enforcement, administrative, regulatory or judicial ~~bodies~~ body or other governmental authority;

- Mechanical or other governmental authority, to ban, limit or restrict access to intercept, confiscate, monitor or analyze the **Insured's network** or any data, software or other information stored or processed on, or transmitted to or from, the **Insured's network**, whether authorized by the **Insured** or not, including without limitation, interception, monitoring, or analysis by the NSA, CIA or FBI, or the Foreign ~~Electrical Failure and~~ Service Intelligence Act, the USA Patriot Act or any other domestic or foreign law, regulation or order; Interruptions

to any **claim** based upon or arising out of any failure of:

1. electrical infrastructure;
 2. telecommunications infrastructure; or
 3. any satellite,
- which is not under the **Insured's** operational control;

• Over-Redemption

- based upon or arising out of price discounts, prizes, awards, coupons or any other valuable consideration given in excess of the total contracted or expected amount;

- to any **claim** based on or arising out of the inaccurate, inadequate or incomplete description of the price of goods, products or services or failure of goods, products or services to conform with an advertised quality or performance, or the **Insured's** cost guarantees, cost representations, contract price, estimates of probable costs or cost estimates being exceeded, intentional misrepresentation in advertising, false advertising or unfair or deceptive business practices;

• to any **claim** Patent Infringement

based upon or arising out of actual or alleged infringement of patent;



- Unfair Competition/Antitrust Claims/Rico Claims

- based ~~on upon~~ or arising out of project planning, including but not limited to, mistakes in determining capacity needs; any actual or alleged;

1. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud or false or deceptive advertising or misrepresentation in advertising;

2.

- ~~to any claim based on or arising out of the failure to implement, maintain, enforce or follow, in whole or part, any Risk Control identified in the Risk Control Self Assessment questions set forth in the Application;~~

- ~~to any claim based on or arising out of any activity identified as a prohibited activity in the Application;~~

~~to any claim based on or arising out of the inability to use or lack of performance of software programs; charges of price fixing, monopolization or restraint of trade;~~

3. violation of:

a. the Federal Trade Commission Act;

b. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;

c. the Racketeer Influenced and Corrupt Organizations Act;

d. any rules or regulations promulgated under or in connection with the above statutes, or any similar provision of any federal, state, foreign or other law (including common law) or statute;

1. ~~due to expiration, cancellation, withdrawal or failure to maintain or support;~~

2. ~~that have not yet been released from their development stage, passed all test runs or proven successful in applicable daily operations; or~~

3. ~~that result from an Insured's modification of software programs in violation of any software license agreement, including but not limited to, violation of license provisions regarding modification that invalidate a warranty;~~

- ~~to any claim based on or arising out of any theft of computer or video game points, earnings, awards or other intangible property related to computer or video games;~~

- ~~to any claim based on or arising out of:~~

1. ~~service interruption by or of any entity that provides third parties with access to the Internet any telecommunications service provider or any application service provider; or~~

2. ~~partial or total electrical failure including electrical power interruption, surge, brownout or blackout; or interruptions or outages to any other utilities or elements of infrastructure, including gas, water, telephone (on-line, wireless or other), cable or satellite services;~~

~~including, but not limited to, planned outages or reductions in service involving items identified in subsections 1. and 2. above.~~

- ~~to any claim based on or arising out of any false arrest, detention, imprisonment, malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;~~

- ~~to any claim by or on behalf of or for the benefit of any entity:~~

1. ~~which is operated, managed, or controlled by any Insured;~~

2. ~~in which any Insured has an ownership interest in excess of 10%;~~

- ~~to any claim by or on behalf of or for the benefit of or for the benefit of or involving any licensing organization, including but not limited to ASCAP, SESAC or BMI;~~



- to any **claim** based upon, directly or indirectly arising out of, or in any way involving wireless networks or components thereof unless:
 1. all transmitters and receivers in such networks are under the **Insured's** direct physical control;
 2. all information exchanged over such wireless networks is encrypted using security protocols at least as robust as Wi-Fi Protected Access (WPA); and
 3. all cryptographic keys for encryption are distributed in a manner that precludes compromise of such keys;
 4. all such wireless networks operate externally to the **Insured's network** perimeter defenses, including firewalls;
 5. all wireless access to the **Insured's network** requires at least 2 factor authentication prior to granting access;

This exclusion shall not apply to:

- a. a natural person **Insured's** negligent circumvention of controls; or
- b. a natural person **Insured's** intentional circumvention of controls where such circumvention was not authorized by the **Insured**;

9. Solely with respect to the coverage provided by this endorsement, Section V. **POLICY CONDITIONS** is amended to add a new condition as follows:

- , paragraph A. Notice, subparagraph 2. Notice of **Material Change**

The **Named Insured** agrees to notify the **Company** as soon as possible, but **Potential Claims** is deleted in no event later than 30 days after a material change, including without limitation any material change with respect to its answers in the application, the nature, volume, value or sensitivity of the information stored, processed or transmitted on its **network**, its ability to maintain, implement, follow and enforce any Risk Control identified in the Risk Control Self Assessment questions set forth in the Application. In addition, entirety and replaced with the following is required of the **Named Insured** and any change or failure to implement shall be considered a material change:

The **Company** reserves the right to re-underwrite this Endorsement and re-price premiums based on these changes. In the event that the **Named Insured** fails to notify the **Company** of a material change as set forth above, and a **claim** results from that material change, the **Company** reserves the right to deny coverage of any such **claim**.

10. Solely with respect to a **privacy event** and **network damage claims**, the following new section is added:

- NOTICE OF POTENTIAL EVENT OR CLAIM
- Notice of Potential Event or **Claim**

If the **Insured** become aware of any **claim** facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event-expense**, including an **electronic infection**, the **Named Insured** must:

1. provide notice to the **Company** by telephone at the CNA NetProtect Claim Hotline number provided below claim reporting email address reflected on the Declarations, as soon as practical following the date upon which any partner or owner, manager of any limited liability entity, member of the Management Committee, Managing Partner, Operating Partner, Senior Partner (or any equivalent position) of the **Named Insured**, their equivalents or their direct reports, becomes aware of any facts, situation or event which may reasonably lead to a **network damage claim** or **privacy event-expense**;

GSL13249XX (08-106-16)

Page 10

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



2. include in such notice particular details as to the nature of the facts, situation or event; and,
3. immediately forward to the **Company** all information the **Named Insured** possesses or receives in connection with the facts, situation or event.

If a **privacy event** takes place, the **Named Insured** must notify Insurer in accordance with item 1 above no later than three (3) calendar days following the **Named Insured's** discovery of the **privacy event** at the following phone number: claim reporting email address reflected on the Declarations.

11. Solely with respect to **network damage claims**, Section VI. **EXTENDED REPORTING PERIODS** is amended as follows:

A. Paragraph C. Death or disability **extended reporting period** and paragraph D. Non-practicing **extended reporting period** are deleted in their entirety.

B. Paragraph E. **Extended reporting periods** limits of liability and deductibles is amended as follows:

1. Subparagraph 1. Automatic and optional **extended reporting periods** limits of liability and deductibles is deleted in its entirety and replaced with the following:

1. Automatic and optional **extended reporting periods** limits of liability and deductibles

a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **network damage claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraphs entitled Each **Network Damage Claim** and **Network Damage Claims** in the Aggregate of this Policy. The deductible applicable to each such **network damage claim** shall be the Deductible Amount as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraph entitled **Network Damage Claim** Deductible of this Policy.

b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **network damage claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to **network damage claims** as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraphs entitled Each **Network Damage Claim** and **Network Damage Claims** in the Aggregate of this Policy. The deductible applicable to each such **network damage claim** shall be the Deductible Amount as set forth in the Data Breach and Network Security Coverage Schedule of the Declarations and Section II. the paragraph entitled **Network Damage Claim** Deductible of this Policy.

2.

CNA NetProtect Claim Hotline: 631-912-7260

Subparagraph 2. Separate death or disability and non-practicing **extended reporting period** limits of liability is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

GSL13249XX (08-106-16)

Page 11

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: «PolNumber»

Endorsement No: «Sequence»

Effective Date: «EndoEffectiveDate»



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.